

## REMARKS

Claims 1-5 and 8 are currently pending in the present application. Claim 8 has been rejected as non-statutory under 35 U.S.C. § 101 and as well the Examiner has objected to the language for failure to comply with the interim guidelines. Applicant has amended claim 8 in accordance with the guidelines and in accordance with the suggested methodology for overcoming 35 U.S.C. § 101 objections to claims of this type. It is believed that the claim is statutory as amended.

The independent claims 1, 2, 4, 5 and 8 have been amended to clarify that the client module causes the transformation of the EPG information into a plurality of different dedicated formats corresponding to the different remote devices on which the EPG can be viewed. Support for this amendment can be found in paragraph 35 of the published specification.

Thus, in contrast to the prior art of Ma, in Ma and Louie, the invention provides EPG information in a format dedicated to each of a plurality of remote devices to allow the EPG to be optimally viewed on respective displays. As set out in paragraphs 35 and 36, the invention has the advantage that different types of remote device such as mobile phones and computers, can be provided with dedicated-format EPGs, and in addition, development of EPG software for heterogeneous devices is faster, as only the client module for transforming the information requires updating.

None of the prior art documents cited provide any teaching for transforming EPG information into different dedicated formats for heterogeneous remote devices. Indeed, the prior art teaches away from the invention as in each case the citations indicate that the remote devices are homogenous, and thus if an attempt to view the EPG was made using a different remote device, parts of the EPG may be non-visible due to the incorrect formating, or it may not be

viewable at all if the format is not recognised. As such, the claims are novel and inventive of the prior art cited.

Note that the Examiner has acknowledged in paragraph 5 that Ma fails to disclose electronic program guide means comprising a server module to client modules. It is noted that in the same paragraph the Examiner acknowledges that Ma and Markman fail to disclose where the server module is capable of formatting the electronic programming guide for display in a plurality of different remote devices. It is not believed that the combination of Ma, Markman and Louie provide or make obvious the language of the amended claims for the reasons above expressed. Consistent with *KSR*, there are differences in structure that provide different results, not taught or suggested by the art and therefore it is believed that the amended claims now are in a format for allowance, which is respectfully solicited.

## **Conclusion**

Please also consider this a Request for Two-Month Extension of Time from April 16, 2009 to June 16, 2009 and charge Deposit Account No. 26-0084 the amount of \$490.00 for this extension. No other fees or extensions of time are believed to be due in connection with this amendment; however, consider this a request for any extension inadvertently omitted, and charge any additional fees to Deposit Account No. 26-0084.

Reconsideration and allowance is respectfully requested.

Respectfully submitted,



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